

**REED SMITH LLP**  
*Formed in the State of Delaware*  
Diane A. Bettino, Esq.  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, N.J. 08540  
Tel. (609) 987-0050  
Attorneys for Defendant, IndyMac Bank, F.S.B.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY - NEWARK VICINAGE**

**COLLIN THOMAS AND DOROTHY  
THOMAS,**

**Plaintiffs,**

**v.**

**DCI MORTGAGE BANKERS, LLC,  
ANN McINTOSH, INDYMAC BANK,  
FSB, INDYMAC BANCORP., JOHN  
DOE NOS. 1-10 (fictitious names) AND  
ABC CORP., NOS. 1-10.**

**Defendants.**

Civil Action No: 2:07-cv-04653-PGS-ES

**STIPULATION OF DISMISSAL AS TO  
CERTAIN COUNTS OF THE  
COMPLAINT AND WITHDRAWAL  
OF THE MOTION TO DISMISS BY  
INDYMAC BANK**

*As Ordered  
Peter H. [Signature]  
April 25, 2008*

Defendant IndyMac Bank, F.S.B. and Plaintiffs (collectively the "Parties")  
in the above-referenced matter have agreed, through their Counsel, to dismiss the  
following Counts of Plaintiffs' Complaint as described herein. The parties have  
agreed to dismiss the following claims, some of which are dismissed with

prejudice, and all claims that are dismissed are done so without attorneys' fees or costs to any party.

(1) Count One alleging a claim for damages under the Truth in Lending Act is dismissed with prejudice. Plaintiffs' claims for TILA rescission relief is not affected by this Stipulation;

(2) Count Four alleging an unconscionability claim is dismissed with prejudice;

(3) Count Five alleging a negligence claim is dismissed with prejudice as to IndyMac Bank only;

(4) Count Six alleging an unjust enrichment claim is dismissed with prejudice as to IndyMac Bank only;

(5) Count Seven alleging an agency claim is dismissed with prejudice as this is not a separate cause of action;

(6) Count Eight alleging a breach of contract claim is dismissed without prejudice as to IndyMac Bank, FSB;

(7) Count Nine alleging a claim under the Real Estate Settlement Procedures Act is dismissed without prejudice as to IndyMac Bank only;

(8) Count Eleven alleging an equitable estoppel claim is dismissed with prejudice;

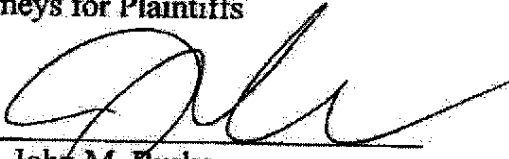
(9) Count Twelve alleging a breach of the covenant of good faith and fair dealing is dismissed without prejudice as to IndyMac Bank only;

(10) All of Plaintiffs' claims relating to IndyMac Bancorp, IndyMac Bank's parent company, are dismissed without prejudice; and

(11) Count Ten alleging a breach of fiduciary duty is not alleged against IndyMac Bank; and

(12) IndyMac Bank withdraws its pending Motion to Dismiss on the claims for common law fraud and Consumer Fraud Act, all without prejudice to its right to bring any other motions concerning these claims that IndyMac Bank believes is appropriate in the future of this litigation;

**KOLES, BURKE & BUSTILLO, LLP**  
Attorneys for Plaintiffs

  
\_\_\_\_\_  
John M. Burke

Dated: April 24, 2008

**REED SMITH LLP**  
Attorneys for Defendant  
IndyMac Bank, F.S.B.

  
\_\_\_\_\_  
Diane A. Bettino

Dated: April 25, 2008